

Date bond executed: \_\_\_\_\_

Effective date: \_\_\_\_\_

Principal: \_\_\_\_\_

\_\_\_\_\_  
(legal name and business address of owner or operator)

Type of organization: \_\_\_\_\_  
(insert "individual," "joint venture," "partnership," or "corporation")

State of incorporation: \_\_\_\_\_

Surety(ies): [name(s) and business address(es)] \_\_\_\_\_

\_\_\_\_\_  
EPA Identification Number, name, address, and closure and/or long-term care amount(s) for each facility guaranteed by this bond [indicate closure and long-term care amounts separately]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total penal sum of bond: \$ \_\_\_\_\_

Surety's bond number: \_\_\_\_\_

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the State of Wisconsin Department of Natural Resources (hereinafter called the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under ch. 291, Wis. Stats. to have a license in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and long-term care, as a condition of the license.

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the license as such plan and license may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform long-term care of each facility for which this bond guarantees long-term care, in accordance with the long-term care plan and other requirements of the license, as such plan and license may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in subch. H of Ch. NR664, Wis. Adm. Code and obtain the Department's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Department from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Department that the Principal has been found in violation of the closure requirements of ch. NR 664, Wis. Adm. Code, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other license requirements or pay the closure amount guaranteed for the facility to the Department.

Upon notification by the Department that the Principal has been found in violation of the long-term care requirements of ch. NR 664, Wis. Adm. Code for a facility for which this bond guarantees performance of long-term care, the Surety(ies) shall either perform long-term care in accordance with the long-term care plan and other license requirements or pay the long-term care amount guaranteed for this facility to the Department.

Upon notification by the Department that the Principal has failed to provide alternate financial assurance as specified in subch. H of ch. NR 664, Wis. Adm. Code and obtain written approval of such assurance from the Department during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) and the Department of a notice of cancellation of the bond, the Surety(ies) shall pay the funds in the amount guaranteed for this facility (ies) to the Department.

The surety(ies) hereby waive(s) notification of amendments to closure plans, licenses, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is (are) located, and the Department provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal, the EPA Regional Administrator(s) and the Department, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Department .

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or long-term care amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the Department.

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies).

Principal

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[Signature(s)]

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[Name(s)]

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[Title(s)]

[Corporate seal]

Corporate Surety(ies)

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[Name and address]

State of incorporation: \_\_\_\_\_

Liability limit: \$ \_\_\_\_\_

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[Signature(s)]

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[Name(s) and title(s)]

[Corporate seal]

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]

Bond premium: \$ \_\_\_\_\_